¨ÉAUÀ¼ÀÆgÀÄ «zÀÄåvï ¸ÀgÀ§gÁdÄ PÀA¥À¤ ¤AiÀÄ«ÄvÀ **Bangalore Electricity Supply Company Limited** (PÀ£ÁðlPÀ ¸ÀPÁðgÀzÀ ¸ÀA¥ÀÆtð ¸ÁéªÀÄåPÉÌ M¼À¥ÀnÖzÉ)		
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SECTION IV: SPECIAL CONDITIONS OF CONTRACT (SCC)

Procurement of Vehicle Mounted Fully Automatic Underground Cable Fault Locating Equipment Suitable for Locating Fault as per Tender Specifications. (Capacity – 3000 Joules).

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

1. Definitions (GCC Clause 1)

1.1 In this Contract, the following terms shall be interpreted as indicated:

a) "The Purchaser" means the organization purchasing the Goods**.** **Bangalore Electricity Supply Company Limited** is the Purchaser and shall include their Legal Representatives, Successors and Assigns.

b) "The Supplier/Successful Bidder/ Contractor" **means** the individual or firm supplying the Goods and Services under this Contract.

2. Inspection and Tests (GCC Clause 7)

The following inspection procedures and tests are required by the Purchaser:

2.1 The manufacturer shall arrange routine acceptance tests at his works in the presence of the inspection staff of the company.

2.1.1 The representatives of BESCOM shall be entitled at all reasonable times during manufacture to inspect, examine and test on the manufacturer's premises the materials and workmanship of all equipments to be supplied under this contract. Such inspection, examination and testing shall not release the contractor from his obligation under this contract. The supplier shall afford necessary facilities to the BESCOM's representatives (3 Nos.) to inspect the material ordered and conduct all routine tests on the material to be delivered to BESCOM in the presence of the BESCOM's representatives.

2.1.2 The requisition letter of "inspection call" from suppliers should be submitted to the office of the Chief General Manager (Elec.,) Procurement, BESCOM.

2.1.3 The supplier shall give the inspection call duly intimating the programme of tests and the date and place at which the equipment will be ready for testing/inspection, **fifteen days in advance** in writing to arrange for deputing BESCOM's representatives to be present at the time of conducting the test. The supplier shall offer tendered quantity of materials for inspection.

2.1.4 Where the contract provide for tests on the premises of the Supplier, the supplier shall provide such assistance, labour materials, electricity, fuel and instruments as may be required or as may be reasonably demanded by the representative of BESCOM to carry out such test efficiently.

2.1.5 When the equipment passes the specified tests, the representative of the BESCOM, shall furnish a certificate to this effect in writing to the supplier. The supplier shall provide reasonable copies of the test certificates to BESCOM.

2.1.6 BESCOM shall carry 1st inspection of the equipment offered for inspection free of cost. However, if BESCOM officers are deputed for 2nd time for inspection of materials/equipments which are not ready for inspection on 1st visit or materials rejected during inspection on first visit, the manufacturer is liable to pay the re-inspection charges as follows:

The manufacturer offered the same equipment for subsequent inspection, manufacturer liable to pay the re-inspection charges.

i) Rs. 15,000/- per man, per day + goods and service tax prevailing/ applicable on the date of inspection + any other tax as per statutory requirement.

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ii) Actual To & Fro charges by Air (as the case may be)

2.1.7 In case of inspections of equipments/materials are to be carried out outside the country by BESCOM, in such cases BESCOM will depute two Engineers from BESCOM for inspecting the equipments/materials. The Visa, to and fro travel expenses from the place of working of officials deputed for inspection, boarding charges, lodging charges and other incidental expenses of the inspecting Engineers for inspections to be carried out outside the country are to be borne by the Successful Tenderer/Supplier.

2.2 **Inspection and Testing before Dispatch:**

The material will be inspected by Engineers of the BESCOM or its authorized representatives before dispatch. All tests shall be conducted in the presence of the designated persons. The approval for the tests or test certificate shall be obtained and also the dispatch instructions shall be obtained before dispatch of the goods. Any materials found not to be in conformity with the specification as detailed in the schedule will be rejected. In such cases, the supplier has to take back the rejected materials/equipment at his own cost. The supplier has to replace them by good ones immediately and the second time inspection at the Factory premises shall be at firms cost as per BESCOM norms. BESCOM may accept replacements conforming to the specification.

2.3 **Inspection after Receipt of Materials:**

2.3.1 The material will be inspected on receipt at the store. Any material found not to be in conformity with the specification as detailed in the schedule will be rejected. In such cases, the supplier has to take back the rejected material at his own cost and again offer for inspection duly paying the re-inspection charges as per the norms.

2.3.2 ACCEPTANCE OF SUPPLIES

2.4 **Test Certificate**

The Test certificates as per the relevant standards, amended up to date conducted at International accredited laboratory or CPRI/ERDA laboratory shall be forwarded well in advance, before the dispatch of materials, duly signed by responsible officer of the supplier's organization for the BESCOM's approval. The materials shall be dispatched only after receipt of approval of Test Report.

2.5 **Delivery of Materials and Dispatch Instructions**

No materials shall be dispatched until test certificate wherever applicable, are approved and dispatch instructions have been given.

2.5.1 EQUIPMENT/MATERIAL TO CONFIRM TO SPECIFICATION

Specifications are basic essence of the product. It must be ensured that the offers must be strictly as per our specifications. At the same time it must be kept in mind that merely copying our specifications in the quotation shall not make the parties eligible for consideration of the quotation. A quotation has to be supported with the printed technical leaflet/literature of the quoted model of the item by the Tenderer and the specifications mentioned in the quotation must be reflected / supported by the printed technical leaflet/literature which shall be uploaded along with the techno commercial bid. Therefore the model quoted invariably be highlighted in the leaflet/literature uploaded with the techno commercial bid. Non-compliance of the above shall be treated as incomplete/ambiguous and the offer can be ignored without giving an opportunity for clarification /negotiation etc. to the bidder.

Deviations if any from the specifications given in Schedule-I, which provides for improvement in the functioning of the equipment will be accepted. Such deviations and their advantages shall be clearly brought out in the tender.

2.6 **Delivery:**

Delivery shall be as indicated in the delivery schedule (Section V of Schedule of Requirement and Desired Deliveries).

The actual delivery schedule will be intimated in the purchase order and the successful bidder shall adhere to the delivery schedule of the Purchase Order.

The delivery schedule shall be strictly adhered to by the successful Tenderer failing which BESCOM reserves the right to initiate action as per the terms and conditions of the tender.

Whatever may be the conditions of sale specified or indicated in the offer, it is only the conditions indicated in the Purchase order and tender specification that will be final and binding and if any tenderer likes to add any other terms/conditions, the same shall be clearly brought out in the Tender itself as "DEVIATIONS" which may be considered if acceptable to BESCOM.

In the event of the tender being accepted of the material in the tender, the successful tenderer hereinafter referred to "*Supplier" shall execute all orders as per the delivery schedule stipulated in the Purchase Order.*

3. Delivery and Documents (GCC Clause 9)

Upon delivery of the Goods, the supplier shall notify the Purchaser/consignee and the insurance company by letter or email. The full details of the shipment including contract number, railway receipt number and date, description of goods, quantity, name of the consignee etc. The supplier shall furnish the following documents to the Purchaser/consignee with a copy to the insurance company:

i. Four Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;
ii. (Railway receipt/acknowledgment of receipt of goods from the consignee(s);
iii. Four Copies of packing list identifying the contents of each package;
iv. Insurance Certificate;
v. Manufacturer's/Supplier's warranty certificate;
vi. Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and

The above documents shall be received by the Purchaser/consignee before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

4. Transportation and Incidental Services (refer GCC Clause 11 & 12)

4.1 **Transportation:**
Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site/Consignee, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

4.2 **Incidental Services:**
The following services covered under GCC Clause 12 shall be furnished:

a) Supervision of erection and commissioning, wherever applicable is in the scope of the Supplier/Bidder and shall be carried out free of cost.

b) furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods.

c) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

5. Payment (refer GCC Clause 15)

5.1 GST: BESCOM is registered under GST acts.

5.2 BESCOM will arrange payment as under:

a. **80%** of the value of the materials/equipment together with 100% taxes and duties and 100% Freight & Insurance shall be paid on submission of bills along with the following documents:

i. MAS (Material Acknowledge Statement) issued by BESCOM.
ii. Registration of the vehicle in the name of concerned Executive Engineer, Elec., BESCOM at concerned RTO authorities.

b. **Balance 20%** payment shall be paid after successful demonstration and training of BESCOM personnel on the basis of certificates issued by the Executive Engineer, Elec., Consignee Division of BESCOM.

Payment will be made in Indian Rupees only.

5.3 For arranging payment, the following documents will have to be furnished by the Supplier:

i Invoice in quadruplicate, stamped and pre-receipted containing details such as purchase order number, Goods description, quantity, unit price and total amount.
ii Copy of L.R. (4 copies)
iii Packing list (6 copies)
iv Delivery Challan duly acknowledged by consignee.
v Material Acknowledgment Statement (to be furnished by consignee).
vi Supplier's warranty/guarantee certificate.
vii Material Inspection report
viii Pre-dispatch clearance certificate
ix Test certificate, wherever applicable
x Copy of Insurance Certificate
xi Literatures/operating manual etc.
xii Registration of the vehicle in the name of concerned Executive Engineer, Elec., BESCOM at concerned RTO authorities

6. Settlement of Disputes (refer GCC Clause 27)

The dispute settlement mechanism to be applied pursuant to GCC Clause 27 shall be as follows:

The procedure for arbitration shall be as follows:

a) Any dispute or difference or claim arising out of or in connection with or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the Arbitration and Conciliation Act, 1996 and the Arbitration Centre – Karnataka (Domestic & International) rules 2012, by one or more arbitrators appointed in accordance with its rules.

b) Performance during Dispute Resolution

Pending the submission of and/or decision on a Dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Contract without prejudice to a final adjustment in accordance with such award.

7. Notices (refer GCC Clause 31)

For the purpose of all notices, the following shall be the address of the Purchaser.

Purchaser: Chief General Manager (Elec.,),
Procurement, BESCOM,

Bangalore – 560 001

8. Progress of Supply:

Supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under:

- Quantity offered for inspection and date;
- Quantity accepted/rejected by inspecting agency and date;
- Quantity dispatched/delivered to consignees and date;
- Quantity where incidental services if any have been satisfactorily completed with date;
- Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;
- Date of completion of entire Contract including incidental services, if any; and
- Date of receipt of entire payments under the Contract

(in case of stage-wise inspection, details required may also be specified).

9. Right to use defective equipment:

If after delivery, acceptance and within the guarantee/warranty period, the operation or use of the equipment proves to be unsatisfactory, the Purchase shall have the right to continue to operate or use such equipment until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

10. Supplier Integrity:

The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

11. Supplier's Obligations:

The Supplier is obliged to work closely with the Purchaser's staff, act within its own authority and abide by directives issued by the Purchaser and implementation activities.

The Supplier will abide by the job safety measures prevalent in India and will free the Purchaser from all demands or responsibilities arising from accidents or loss of life the cause of which is the Supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated.

The Supplier is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanours.

The Supplier will treat as confidential all data and information about the Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Purchaser.

12. Patent Rights:

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Purchaser will give notice to the supplier of such claim, if it is made, without delay.

13. Technical Documentation

The Technical Documentation involving detailed instruction for operation and maintenance is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

14. Taxes & Duties

Tenderers shall quote all applicable statutory taxes and duties such as CGST, SGST, UTGST, IGST, Customs duty, Cess if any and taxes and duties as applicable on the date of bid submission and shall be shown separately in the Price bid (Prices shall be quoted in the Karnataka Public Procurement portal only). This shall be to the account of BESCOM against documentary evidence, unless otherwise mentioned in the Purchase Order. Any statutory variation (increase or decrease) in taxes/duties/levies or if any tax/duty/levy is newly introduced by the government with effect from the next day of the date of submission of the bid and up to the scheduled delivery period, these variations/additional taxes/duties/levies will be to the account of the owner. However, any decrease in taxes and duties up to or beyond contractual delivery period, the benefit shall be passed on to BESCOM. Any upward variation in statutory taxes and duties beyond the contractual delivery period will not be paid by BESCOM if the reasons of the delay are attributable to the vendor/supplier and the same shall be absorbed by the vendor/supplier.
In case the Tenderers indicate lesser rates of taxes & duties with reference to the prevailing rates of taxes & duties at the time of bidding, any variations in the taxes and duties would be paid/recovered keeping the rates of taxes & duties applicable as on last date of Techno-commercial Bid submission as notified (either original or extended) as the base and not the quoted rates of taxes & duties for payment/recovery of difference in the taxes and duties.
If the rates quoted for material cost, F&I charges, GST, Taxes is not clear & is ambiguous, the Purchaser reserves the right to overlook the offer.

15. Completeness Of Equipment

The equipments shall be supplied complete with all parts which are necessary for their efficient operation & such parts shall be deemed to be within the scope of supply whether specifically mentioned in the specification or not.

16. Installation/Commissioning, Demonstration & Training

Installation/Commissioning and demonstration of the equipment/materials should be done at consignee location by the Successful Tenderer/Supplier. If there is any deviation to this clause, the purchaser reserves the right to overlook their offer.

17. Training should be imparted to our personnel with regard to operation, Maintenance & Service aspects of the equipment/materials.